RECENT RULINGS OF IMPORTANCE

Decisions by the Court of Appeals Rendered Thursday.

CASES OF LOCAL INTEREST.

Statutes of Fence Law, Doctrines of Subrogation and Laches, Rights of Married Women, and Suit to Set Aside a Deed,

The present session of the Court of Appeals ended on Thursday last, when the court adjourned to meet again on the 6th day of March, next.

Opinions were rendered in five cases, several of which were of local importance, and nearly all of them involved questions of much interest both to the awyer and to the layman.

The case of Eaves vs. Vial, which was appealed from the Chancery Court of the city of Richmond, involves the determination of some delicate points as to the ad-missibility of parol evidence to establish the agreement to reconvey property which had previously been granted by deed of

In the case of Hirth vs. Hirth, appealed from the Law and Equity Court of Richmond, the opinion sets forth the necessity of the possession of a separate estate as a condition precedent to a valid promise of a contractual nature on the part of a

matried woman.

The case of Poindexter vs. May, appealed from the Circuit Court of Louisa county, decides the status of the law of this State relating to fences, and the extent to which relief may be had for dam-

tent to which relief may be had for damage done by trespassing stock.

In Nalle vs. Farrish, appealed from the Circuit Court of Culpeper county, the court rendered an interesting decision, which was an exhaustive review of the doctrine of subrogation.

In the case of Covington vs. Griffin's Administrator, also invested from the

Administrator, also appealed from the Circuit Court of Culpeper county, the clearly defines the extent to which a court of equity will go in review-ing an old claim, and also the limitations which grow out of laches and unreasona-ble delay on the part of the claimant. SUIT TO AMEND A DEED

Eaves vs. Vial. Opinion by Judge John A. Buchanan. Appealed from the Chancery Court of the city of Rich-

The bill in this case was filed by the The bill in this case was filed by the appellee, who alieged, among other things, that his father, E. P. Vial, died in 1883, leaving certain real estate, which, by his will, he directed should be held by his widow until his youngest child was twenty-one years of age, when it should be equally divided among his five children, that in the year 1885, at the children; that in the year 1885, at the instance of one of the children (Mrs. Shepherd), her interest in said real es-tate was assigned and conveyed to her by virtue of proceedings instituted for the purpose; that in the year 1858 the widow died, and in the year 1857 the residue of the real estate was partitioned in a suit between the parties entitled; that in this suit the share of the ap-pellee was assigned to his sister, the ap-pellant, it appearing that she had ac-quired the legal title thereto by a deed dated February 6, 1895. Appellee alleged Shepherd), her interest in said real es dated February 6, 1896. Appellee alleged that said deed was voluntary and withfurther alleged that he was advised that he was a tenant in common with the appellant in the property as-signed to her in the partition suit, and prayed that the deed of February 6, 1896, be set aside and partition of the land

made.

To this appellant filed demurrer and answer. The answer admitted all the allegations except as to the deed, but denied that there was any agreement to reconvey, or that he had any interest in

Upon a hearing of the cause, the trial court, being of opinion that the husband of the appellant, who had been made a party defendant, was not a proper party, either in his own right or as administrator of the testator's estate, sustained the demurrer in that particular, and dismissed the bill as to him; and being further of opinion that the evidence showed that the deed of February 6, 1896, was made with the understanding and agreement that the appellant would and agreement that the appellant wond reconvey the property to the appellee when so requested, adjudged that he was entitled to one-half interest in the real estate assigned to her in the partition suit, and decreed that the appellant should reconvey the same to him. The first error assigned by the appel-lant is that the court erred in not dis-mention the Mills of the same to him.

missing the bill upon demurrer, because it shows on the face in the partition sulf of Eaves vs. Eaves, to which the appel-lee was a party, the appellants' claim to the property in controversy was clearly set forth, and it was adjudged that the property had been acquired by her under the deed of Febraury 6th, 1896, and that the question was res adjudicata.

This court holds that, without passing the question whether that defence could be made by demurrer, it is suffi-cient to say that the rights which the appellee is now asserting in this care, were not in issue, nor were they involved

in that case.

As to the admission at the trial in the As to the admission at the trial in the lower court of parol evidence as to the agreement to reconvey, the court holds that the failure to raise the proper objections at the time is construed to be a waiver of any rights under the "Statute of Francs"; and of the rule of law that contemporaneous oral evidence is not recombed the to very the terms of a will-

contemporaneous oral evidence is not permissible to vary the terms of a written instrument, and the case must be heard and determined by this court upon the same evidence upon which it was heard and determined by the trial court. In summing up the evidence the court said "if the respective contentions were equally reasonable and probable, there mighe be some question as to whether the parol agreement set up by the appellee had been satisfactorily proved, but the contention of the appellant that her brother, a young man just beginning life, had conveyed to her more than \$4,00 worth of property, practically stripping himself of everything he owned, without consideration and without any underconsideration and without any under standing or agreement for a reconveyance is so unreasonable and improbable, that under the evidence in the case we are satisfied that the agreement for a reconveyance, as set up in the bill, has been satisfactorily proved, and that there is

no error in the decree complained of, and that it must be affirmed." CONTRACT RIGHTS OF MARRIED.

WOMEN.

Hirth vs. Hirth. Opinion by Judge
George M. Harrison upon a contract of
a married woman made during coverture.

This was a sult appealed from the Law and Equity Court of the city of



is used. Also kills a Spavin, Curb or Splint, Cures a Cut, Kick or Bruise, and Foot Rot in Cattle and Sheep. Sloan's Liniment is an invaluable remedy for ma-is well as beast. Taken internally, it cures Cramp and Colle. It is the

Best Antiseptic Known.

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gation was essential because she had no power to make the alleged contract unless she did own separate estate. In reviewing the case the Court of ppeals said: "At common law a married woman had no power to contract herr engagements were simply void. This common law disability remains in full force in this State except so far as modified by statute. The onl act is conferred by section 2283 of the

This act does not confer upon a mar-This act does not conter upon a matried woman power to contrast generally. It limits such power to married women who have separate estate. We hold, therefore, that a married woman is now, as at common law, incapable of making a contract, unless she owns separate with a first the time the contract is made." estate at the time the contract is ma-As to the correctness of the pleadings in the case before the lower court the court said: "The ownership of separate prerequisite to the exercise of her of any gontractual power, it follows that in order to maintain an action at law upon a contract made by her during coverture, it is necessary for the declara-tion or other pleading filed in the

For the reasons above cited the court eld that the demurrer to the declaraentered an order reversing the judgment setting aside the verdict, sustaining the demurrer, and remanding the cause to the trial court, with leave to the defendant in error to amend the declaration.
LAW REGARDING FENCES.

May. Opinion by Judge

Foindexter vs. May. Opinion by Judge George M. Harrison.
This was a case in which the appellee in this court secured an injunction in the trial court, namely, the Circuit Court of Louisa county, restraining the appellant from allowing, permitting or suffering his cattle and horses to trespass upon appellee's premises. On hearing the injunction was made perpetual against the appellant by the lower court, to the exappellant by the lower court, to the ex-tent of restraining him from turning his horses and cattle in upon the lands of appellec. Appellant assigns as error one, the action of the court in overruling the demurrer to the bill praying for injunction; two, its action in granting the inlunction restraining him from turning his cattle upon appelled's land. Under Rule IX, the appelled assigns as error the action of the court below in refusing to restrain apellant from allowing, permit-ting or suffering his cattle to stray upon appelled's land.

After an explansitive review of the vari-

ous enactments of the Virginia Legisla-ture relative to the matter of fences, the Court concludes that the general fence law of Virginia is now to be found in chapter 93 of the Code of 1887, except section 2028 and the amendment thereof, to-gether with the act of 1803-94 (p. 941), which is in the words of section 2038, dewhich is in the words of section 2038, de-inling what is a lawful fence, &c. As to the contention that the statutes have not repealed the common law rule, which requires the owners of cattle to keep them upon their own lands on pain of be-coming liable in trespass for their entry upon the lands of others, the Court held that the rule of the common law, above mentioned, was not in force in this State at present, having been superseded by special legislation governing the question. As to the contention that the "fence law" As to the contention that the "fence law as contained in the present statutes is nstitutional, because in violation of to the subject, this is the first time, so far as we know, that their constitutiondity has been questioned in this court.

Groceries Given Away Special Sale This Week.

Sugar, Flour and Coffee at cost, sold. Van Houten's Cocoa, 14-lb pack-

Fine Country Butter, for cooking Large California Prunes, per lb..

dozen...... 2-lb can Clam Chowder, the best Fancy Carolina Rice, per ib...... S boxes Butter Milk Sweet Scap...

ages Soap Powder for.......

3 dozen Small Mackerel for...... Heintz's Chow-Chow, per quart. All of our goods retailed at wholesale price, guaranteed in every respect or noney cheerfully refunded.

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the proprietors of enclosed lands and the owners of stock that is allowed to run at large, and can, therefore, take from every man his remedy for a tres-pass by cattle, unless he enclose his lands with a lawful fence, without violating any right guaranteed by the constitution of the State or the United States." of the State or the United States

The position taken by the appellant that he has a right, under the fence law, to turn his cattle in and upon his neighhor's premises, where the latter has failed enciose his land with a lawful fence, as held to be wholly without merit.

UNREASONABLE DELAY. Covington vs. Griffin's Administrator. Opinion by Judge James Kelth, P.

This was a case appealed from the Circuit Court for Culpeper county, where judgment had been obtained upon a dreuit Court for Cuipeper county, where judgment had been obtained upon a suit brought to enforce the collection of a debt alleged to be due on a bond. 'The facts in the case, briefly stated, are as follows: Zachary Grillin died in the case, which was admitted. are as follows: Zachary Griffin died in 1852, leaving a will, which was admitted to probate in June of the to probate in June of that year. James M. Griffin, one of his sons, qualified as his executor, and in 1851 attempted an ex parte settlement of his accounts before a commissioner, and proof of Jebts against the estate being called for. Thos. I. Griffin, a brother of the executor, appeared and claimed that his father was indebted to him by bond, a copy of which was filed before the commissioner, in the sum of \$2,000. the sum of \$2,000.

For some reason the ex parte settle

was not made. In 1856 James M. Griffin filed a bill in his own right and as executor of his father. A reference was made to a commissioner to settle the executorial accounts and ascertain the debts, and in 1859 a report was filed showing a balance due by the executor of \$1.256.23, and two debts against the estate—one to Amy Hall amounting, principal and interest, to \$447.81, and the other due by bond to Thomas I. Griffin amounting, principal and interest, to as not made. In 1856 James M. Griffin cunting, principal and interest, to 47.48. Thomas I. Griffin died in 185 nd James M. Griffin qualified as one of the administrators of his estate, so that he became the administrator of the creditor at the same time he was execucreation at the same time to was executed for of Zachary Griffin, the debtor. The report of the commissioner was excepted to, but the exceptions do not appear in the record and were never passed upon. and the report remained unconfirmed. No further action seems to have been aken in the case until 1897, when a paper rmed a "supplemental bill and bill of all the original parties to the suit were dead. The executor of the debtor and administrator of the creditor had died some time prior to 1897, and his ad-

alliure to prosecute the original suit for the settlement of the estate of Zachary the settlement of the estate of Zachary Griffin. It merely recites the existence of the debt from Zachary, the father, to Thomas I. Griffin, the son, that it is unpaid, and that the only asset for its payment is a small tract of land in the possession of Thomas H. Covington, who holds it under the will of James M. Griffin.

Covington answered the bill, denying he existence of the debt, averring insuffi-ient proof, and claiming that it had been

paid off.

In reviewing the case the court said:
"We are of opinion that the record
shows that Zachary Griffin executed the
bond in controversy; also, that the decree entered in the original suit stopped
the running of the statute of limitations
as to all the debts due by Zachary
Griffin, and there is much in the case
to resel the presumption of payment o repel the presumption of payment arising from lapse of time, but that nothing can call forth a court of chancery into activity but conscience, good faith, and reasonable diligence. When these are lacking the court is passive. Laches and neglect are always discountenanced, and, therefore, from the beginning of this jurisdiction there was always a limitation of suit in this court. The assumble diligence is an essential to the granting of relief in equity as consience and good faith. It certainly canthe granting of rener in equity as con-science and good faith. It certainly can-not be said that there has been reason-nible diligence in this case, hence we are of opinion that the decree of the Circuit Court should be reversed and the sup-plemental bill dismissed."

DOCTRINE OF SUBROGATION.

Notle as Parrish at als Oninion by

Judge John W. Riely.

Judge John W. Riely.
This is a case involving the title of certain land, and was appealed from the Circuit Court of Culpeper county.
In 1873 Andrew Keyser purchased a tract of land under the decree of the Circuit Court of said county, entered in the case of Bickers vs. Farrish, pending therein, and made a cash navment of one-third.

of Bickers vs. Farrish, pending therein, and made a cash payment of one-third, executing a writing binding himself to convey the said land to his daughter, Saitie J. Naile, the wife of Joseph Naile, when the land was paid for, upon the condition that she pay the bonds given the therefore the deferred appropriate. for the deferred payments.

Jas. P. Thomas and Lucy E. Thomas.

his wife, the latter being the sister of Joseph Nalle, were put in possession of the land. When the last bona fell due, the land. When the last bona tell due, Joseph Nalle having paid the first two bonds, he agreed to convey the land or have it conveyed to his sister, provided she would pay the last bond. In order to raise the money for this purpose she and her husband sold 105.3.4 acres of the land to James M. Shadrach, who paid to land to James M. Shadrach, who paid to Latnam, commissioner of the court, the amount of the last bond, and the balance of the purchase money he paid to Thomas for the land sold to him by Thomas and wife, and they, in 1878, made a deed to him for same.

Latham receipted the bond, showing Latham receipted the bond, showing payment by Shadruch for Thomas, transmitted it to Nalle and wife, and made a deed to Mrs. Nalle for the land bought by Keyser, her father. Nalle and wife, not being aware that Commissioner Lathnot being aware that Commissioner Lati-em had made a deed to the latter for the land bought by Keyser and filed it in the clerk's office, in 1895 brought suit in the Circuit Court of Culpeper county to obtain a conveyance thereof. In this suit the widow and heirs of Shadrach filed their petition to have the title to the 1953-4 acres of the land made to them in order to perfect their title in then in order to perfect their title in same, or to have the money which Shadrach had paid refunded by Mrs. Nalle, and the land subjected to its payment.

The court below decreed that the title has exercted.

be conveyed. This court held that Mrs. Nalle, being a married woman, was not competent to make a valid contract for the sale of the and and that the court below was with-out of power to decree a conveyance to the heirs of Shadrach founded upon any contract made for its sale to him by her or by her husband as her agent: that she was, however, not entitled to a conveyance of the land by the court conveyance of the land by the court through its commissioner, until all the purchase money was paid, and there existed upon the land the vendor's lien for the purchase money until same was all paid; while there was no contract proved on the part of Nalle and wife which the court could specifically enforce, nor had it the power to decree lagainst Mrs. Nalle has renavent of the money hald by Is the mond.

The plaintiff in error contended that the courter to the declaration which was made on the ground that the declaration which was made on the ground that the declaration falled to asser that the plaintiff in error owned any separate estate at the time the promise sued on was entered into. The contextion being that such an alle-

The court said "The doctrine of rubrogation, which does not depend upon tractual relations between the parties tractual relations between the parties to be affected by it, is board enough, it is said, to include every instance in which one party, who is not a volunteer, pays a debt for which another is primarily liable, and which in equity and good conscience should have been discharged by the latter.—Sheldon on Subrogation, see I; Hansburger vs. Vancov, at als."

I; Hansburger vs. Yancey et als."

For the error in decreeing the conveyance of the parcel of land of 1953.4 acres to the widow and heirs of Shadrach instead of substituting his estate for the amount paid by him in discharge of the hand of Keyser, to the thereon for bond of Keyser to the Hen thereon for its payment, and decreeing the sale of the land therefor, if the same be not paid within a reasonable time, the decree of the Circuit Court is reversed, and this court will enter such decree as should have been entered in the premises.

Judge James Keith, F: Covington vs. Griffin's Administrator. Circuit Court of Cuipeper county. Reversed.

Judge John W. Riely: Nalle vs. Farrish, Circuit Court of Culpeper county. Reversed. Judge John A. Buchanan: Eaves vs. Vial. Chancery Court of city

Acces vs. Val. Chancery Court of city of Richmond. Affirmed.

Judge George M. Harrison:
Poindexter vs. May. Circuit Court of Louisa county. Affirmed.

Hirth vs. Hirth. Law and Equity

Court, ett Norfolk city of Richmond. Reversed. Norfolk and Western Railway vs. Greever. Petition to rehear refused. Jett vs. Norton. Discussed by appel-

against Rutherfoord. Argued by Hill Carter for plaintiff in error, and J. S. Parrish and P. A. L. Smith for defendant in error, and submitted.

MEETING OF DOCTORS.

Tri-State Association Meets in Charles-

The Tri-State Medical Association of Virginia and the Carolinas will meet in econd annual session at Charleston, S. C., on the 20th to 22d instant.

An excellent programme has been arranged for the occasion and besides the regular reading of reports and the rou-tine business to be transacted a number of subjects have been named for discus-

Dr. Paul B. Barringer will speak on The American Negro and the Influence of Heredity Upon Him," and Dr. J. Herbert Claiborne, of Petersburg, has chosen as his subject for discussion, "The Negro Under the Environments of Slavery, and the Negro Under the Environments of Slavery, and the Negro Under the Environment of Freedom.

Among the papers to be read will be cations for and Method of Operating on the Middle Turbinated Bone," by John P. Davidson, of Richmond; Air Cells of the Masteld Region," by John Dunn, of Richmond; "The Unimate Sequences of our Abdon West." Work, with Suggestive Remedies," Work, With Siggestive Remedies, 69 Dr. W. L. Robinson, of Danville: "Four Cases for Penetrating Wounds of the Abdomen," by Dr. Hugh M. Taylor, of Richmond: "Diagnosis and Treatment of Chronic Posterior Urethritis," by Dr. Stuart McGuire, of Richmond: "Have We a True Nerve Tonic," by Dr. Robert F. Williams of Pickers of Victorials "Ures of Normal." Saline Solution." by Dr. Virginus Harrison, of Richmond; "Remarks on Recan Mastoid Cases," by Dr. J. A. White, of Richmond; "Some Points in the Diagnosis of Pneumonia," by Dr. H. Stewart Mac Lean, of Richmond; and "Fermentive Disorders of the Alimentary Canal of Infants," by Dr. L. G. Frazier, of Port Norfolk,

fort of the attending members have been completed and the usual great success is

completed and assured.

The officers of the Association are as follows: President, Dr. W. H. H. Cobb, Goldsboro, N. C.; Vice-Presidents Dr. H. Wower Asheville, N. C.; Dr. C. W. B. Weaver, Asheville, N. C.; Dr. C. W. Kollock, of Charleston, S. C.; Dr. W. L.

DUBLIN DOTS.

A East Built to Carry Lumber on New River.

DUBLIN, VA., Feb. 16.-Special.-Protracted services have been held in the Methodist church of Dublin during the last several weeks, during which thirty sermons were preached and as a result of which thirty accessions were made to the church at the closing service on Sun-day last. The pastor is continuing the good work in Newbern, of whose church

he is also pastor.

Rev. Robert Sheffey, an aged exhorter of sectional renown, is an able supporter of the work of grace with his eloquent

prayers. The remains of Mrs. Robert Wysor were brought to this place from who she had removed about a year ago with her husband and children to !Elizabeth-ton, Tenn., on Monday evening. Inter-ment took place at Dublin Grove Ceme-tery to-day.

J. E. Cardwell has constructed and J. E. Cardweil has constructed and launched a boat seventy-six feet in length by eight in breadth on the New river, several miles below Dublin. Its purpose it to carry lumber from the sawmill of Caldwell & Earton to Radford, three miles below. Ultimately the boat is to be propelled by steam, but at present the second of the propelled by steam but at present the second of the propelled by steam but at present the second of the propelled by steam but at present the second of the propelled by steam but at present the property that the present the pr ent is making successful passage by ns of ours. rmers in this section are much en-

couraged over the healthy condition the spring crop of lambs.

1865--1900. Allison & Addison's STAR BRAND

Fertilizers TOBACCO,

COTTON. CORN

And All Spring Crops, The demand increasing every year, which is the best evidence of their value and purity.

Every Bag guaranteed to be of Standard Quality-

Allison & Addison's BRANCH VIRGINIA-CAROLINA CHEMICAL CO. Richmond, Va.

upon the land for the bond which he paid off and in the interests of right and justice to have it enforced at least against the land which he purchased, and this right continues for the benefit of his AND HORSEMEN

Trotters in Win'er Quarters at Montezuma Farm.

KODRAS AND FIREWOOD THERE

The Maryland and Virginia Agricultural and Trotting Circuit-Limit and Her Foals - Sale of Wyoming.

Of commanding stature and massive build, genial and kindly, and always ready to lend a helping hand, few horsemen in the South are better known or more generally liked than Joseph Lasitter, who conducts the Richmond Horse Eazaar, on east Franklin street, where semi-weekly auction sales of all classes of horses are held and numerous of others are disposed of at private sale.

Mr. Lasitter has been identified with the horse trade of Richmond, and during that time has figured extensively as owner and breeder of high-class horses, as well as a dealer. At his country home, Montezema Farm, near the city, he has in tozema Farm, near the city, he has in winter quarters a stable of trotters and papers and they are doing well. By the records the fastest of the lot is the bay gelding Kodras, 2:15-1-4, by Norval, out of Bianca, by Blackwood, Jr., who went down the line of the Grand Circuit in Douglas Thomas' hands in 1897 and trotted to his record. Then comes the hay ted to his record. Then comes the bay ted to his record. Then comes the bay geiding Flrewood, 2:171-4, by King Nut-wood, out of Medina, by Middletown, whose mark, earned last fall at Raleigh, is the trotting record for the State of North Carolina. In addition to these two fast geidings the stable includes Robert Ransom, 2:293-4, br. h., by Gambetta, dam Black Maria, by C. M. Clay, Jr., General Dashwood, 2:29 24, bik e. by dam Black Maria, by C. M. Clay, Jr.; General Dashwood, 2:23 3-4, bik. g., by Simons, dam Nelly Grant; Samantae, b. ia. 9, by Norval, dam Müty, by Onward, sec-ond dam Docia Payne, sister to Hamilin's Amont, Jr., 2:26; the brown mare Lady Simmons, by Simmons, dam Miss Sontag, 2:28, by Victor Mohawk, who is in foal to Egwood, 2:18 1-2; Dobbin, 5, a bay gelding by General Dashwood, who is regarded as very promising; Suzel, b. m., by Noras very promising; Suzel, b. m., by Norfolk; b. g., by Egwood, dam Sally Hor note; b. g., by Egwood, dam Sally Hornet, by Champ Ferguson; ch. m., 7, St. Just, dam by Harold; ch. f., 2, by General Dashwood, dam Anna Dawson, by Jack Dawson, and ch., c., 2, by Norfolk, dam Belle of Richmond, by Daniel Lambert

The recent meeting in Baltimore representatives of agricultural and racing associations in Maryland and Virginia resulted in the formation of a circuit of fairs and race meetings to be known as the Maryland and Virginia Agricultural and Trotting Circuit, with 12 tracks and the probability of several additions. additions.
The racing is to start August 7th and

ing these months the horsemen are offered not only good purses, track accommodation and continuous racing, bu

modation and continuous racing, but there are just enough dates for racing on the different tracks to permit owners to find classes for any and all horses they have in shape.

While conflicting dates are not desirable as a rule, this circuit is of such ample size that the duplications may prove beneficial, especially as the distances to be traveled from one track to another are so short and the shipments so cheap that inducements are thus offered to owners to visit any. If a stable cannot win in a circuit where the excannot win in a circuit where the ex-pense is so small it will be the fault of

the stable.

Yesterday's meeting was a business consultation from start to fluish, those present proving that they were imbued with horse sense. President William H. Evans, of Gentiemen's Driving Park Club, presided, with Uol. Robert Hough secretary. The circuit is arranged as follows:

Cape Charles City, Va., represented by Lloyd W. W. Brockenbrough, August to 10. Tasley, Va., W. W. Cock, August 14

to 17.

Upper Marlberough, Md., Dr. R. S.
Hill, August 21 to 24.

Tolchester, Md., Capt. W. C. Eliason,
August 28 to 31.
Easton, Md., Joseph B. Harrington and
Charles Lloyd, August 28 to 31.
Rockville, Md., President Dorsey and
Secretary Muncaster, September 4 to Secretary Muncaster, September 4 to

Timonium, Md., not represented, but has dates—September 4 to 7.
Prospect Park, Md., Segretary Joseph E. Paul, Septumber 11 to 14.
Gentlemen's Driving Park, President William H. Evans and Secretary Joseph A. Ellis, September 18 to 21.
Electric Park, President A. Fenneman, September 25 to 28.

September 25 to 28. Norfolk, Va., Joseph A. Ells, October Belair, Md., R. C. Richardson, October

9 to 12,
Dover, Del., is not in the circuit, but
has claimed the first week in October.
Frederick is not in, but has claimed
October 9 to 12.
Hagerstown is not in, and has claimed
October 16 to 19.
Brightwood, D. C., may hold a fall
meeting also.

meeting also. Steretary Hough was empowered to

Screstary Hough was empowered to accord applications from the possible Association members and add them to the circuit if they desire to join. The members of the Association are each to arrange their own classes, amounts of purses, conditions, etc. They are to be sent to Secretary Hough, 1892 North Charles street, not later than April bith, He will then issue a general circuit programme, several thousand of which will be sent each Association for distribution.

One of the cleverest roadsters here is Mr. Thomas Atkinson's good-looking bay mare Lizzle S., nine-years-old, who was sired by Jake, the son of Messenger, Chief and Sai Swope, by Bourbon Chief, that trotted to a record of 2:23 3.4 and got the fast pacer Nora L., 2:10 1-4. The dam of Lizz'e S. was Kate, by Parker's dam of Lizz'e S. was Kate, by Parker's Patchen, a son of the noted sire, Mambrino Patchen.

With very little handling, W. P. Bigss drove Lizzle S. three trials over a half-mile track at Baltimore, in 2:281-2.

2:20 and 2:27 3-4; while she could reel off quarters at a 2:15 gait.

Haw Patch, the son of Haml letonian, 10, and sire of Magnolia, 2:09 1-4.
Bred in 1896 to the imported Hackney stallion Danesfort, Limit produced a bay filly in 1897; from his service in 1837 came a bay cott the following year, while mated with the same sire in 1898 she giroroed a chestunt filly last senson, which is the bandequest and most blood. which is the handsomest and most blood-like of the trio, but bred back she failed to catch and no foal will result this year. Limit, her foals and other well-bred horses, are owned and kept by Mr. Atkinson, at the noted Rocklands Farm near Gordonsville, which was for-merly owned by the Haxalls.

ÆTNA LIFE INSURANCE COMPANY.

ANNUAL STATEMENT FOR THE FISCAL YEAR ENDING THE SIST DAY
OF DECEMBER, 1890, OF THE ACTUAL CONDITION OF THE ABTINA
LIFE INSURANCE COMPANY, ORGANIZED UNDER THE LAWS OF THE
STATE OF CONNECTICUT, MADE TO THE AUDITOR OF PUBLIC ACCOUNTS FOR THE COMMONWEALTH OF VIRGINIA PURSUANT TO THE
LAWS OF VIRGINIA.

Name of the company in full—AETNA LIFE INSURANCE COMPANY.

Location of home or principal office of said company—HARTFORD. CONN.

Character of the business transacted by the company—LIFE AND ACCIDENT INSURANCE,

President—M. G. BULKELEY.

Secretary—J. L. ENGLISH.

The amount of capital stock.....

Secretary—J. L. ENGLISH.
Organized and incorporated—4820.
Commenced business—1850.
Name of the General Agent in Virginia—J. B. MOORE & CO., and W. W.
PRIVICE & CO., and W. W. Natne of the General Agent ...
HARDWICKE.
Residence—RICHMOND, VA.

\$1,750,000 00

459.465

Amount.

No.

-4 ...

The number of policies and the amount of insurance effected thereby in force at end of previous year. \$100,851,120

The number of policies issued during the year and the amount of insurance thereby. \$29,709,900 \$182,301,333 The whole number of policies in force, and the amount of habilities or risks thereon at end of year.....\$125,807,470 100,271 \$168, 119,799 RECEIPTS. Life. The amount of premiums received during the The amount of interest received from all The amount of all other receipts..... \$8,663,157 91 The amount of losses paid. \$302.85 59
The amount of matured endowments paid. \$302.85 59
The amount paid for surrender values.
The amount of dividends raid to policyholders.
The amount of dividends raid to stockholders.
The amount paid for expenses (including taxes, and fee, 172 \$6,361,313 47 ASSETS. (Life and Accident.) Bonds, market value.....

Stocks, market value

Real estate, unencumbered, market value

Loans secured by first mortgage on real estate.

Cash in banks, trust companies and company's office.

Loans on company's policles, assigned as collateral.

Premium notes, etc.

Loans secured by pledge of stocks and bonds.

Interest due and accrued.

Paois due and accrued. Interest due and accrued.
Rents due and accrued.
Uncollected and deferred premiums.
All other assets.
Tota's (carried out at market value).

44,276,699 00 Special reserve in addition to the 4 per cent. reserve.... The amount of other Habilities....... 1,500 (0 \$17,001,901.00 Totals..... \$406,183 02 BUSINESS IN VIRGINIA DURING 1899. Amount. No. Amount Number and amount of policies in force December 31st of previous year...... Number and amount of policies issued during the year..... 2,970,600 \$4,125,250 1,193 2,745,850

\$2,024,082 157,206 Total number and amount of policies' in force at end of year..... Amount. Amount. Amount of losses and claims on policies unpaid December 31st of previous year. 1 Amount of losses and claims on policies incurred during the year. 48 22,852 60 19

M. G. BULKELEY, President. J. L. ENGLISH, Secretary.

(Signed)
State of Connecticut.
City of Hartford—ss.:
City of Hartford—ss.:
Sworn to January 26, 1990, before
FRANK W. BIDWELL, Notary Public.

J. B. MOORE & CO., General Agts. W. W. HARDWICKE, Special Agent. GEO. C. JEFFERSON, Local Agent.

ging on the road and on the half-mile track at the farm, Mattie Lynn Holt, bay mare, 5, by Baronet, 2:111-2, out of Kellis, dam of Flare, 2:263-4, by Jay Bird; Giles Mebane, 4, a grand looking young stallion of exquisite finish and Bird, Giles Mebane, 4, a grand looking young stallion of exquisite finish and beauty, by John R. Gentry, out of the great brood mare Winnie D., dam of Hulman. 2:20, etc., by Hannis; Mary Vaden, bay filly, 4, by Baronet, out of Sue H., by Woodburn Hambletonian; Eliza Ingram, chestnut filly, 4, by John R. Gentry, out of Blondette, dam of Governor Holt, 2:15, by Leland; Anna Williams, bay filly, 4, by John R. Gentry, out of Oneida Girl, by Thomas K., second dam Fantina, dam of Jean Valjean, 2:14; Catherine Wharton, black filly, 4, by Baronet, out of Coralyn, by Dictator; Maid of Alamance, chestnut filly, 4, by John R. Gentry, out of Lou Graham, by Melville Chief; Ethel Harding, bay filly, 3, by Gregorian, dam Gretna bay filly, 3, by Gregorian, dam Gretna Green, by Aberdeen; Lina Clark, bay filly, 2, by Gregorian, dam Blondette, and Annie Coleman, chestnut filly, 1, by Gregorian, out of Winnie D.

P. Reville, Jr., or Baltimore, has pur P. Reville, Jr., or Baltimore, has purchased of Boston Fear, same city, the handsome and highly-finished black stallion Wyoming, 2:25 1-2, by Wilton, out of the triple-producing mare Lucille Blackwood, by Elackwood, Among the produce of Lucille Blackwood is the produce by the stalling Elackwood is the produce by the stalling Elackwood is the produce of Lucille Blackwood is the produce of the stalling Elackwood is the stalling Elackwood is the stalling Elackwood is the stalling Elackwood is the produce of the stalling Elackwood is the stalling produce of Lucille Blackwood is the handsme bay stallion Egwood, 2:18 1-2, now the property of James Stackhouse, Mariol, S. C., but owned for a number of years by the late H. C. Chamblin, of Marion, S. O., but owned for a number the prize-winning son of Egbert as one of the greatest horses ever brought to Virginia.

of the greatest horses ever brought to Virginia.

In Foxie Lembert, seven-year-old, a bay daughter of Alsatian, out of Antoinette, full sister of Lady Foxie, 2:241-2, by Daniel Lambert, Mr. W. F. Torrance, of this city, owns a blood-like handsome mare, who is much faster than her record of 2:221-2 indicates, Driven by Joseph Staton, Foxie Lambert trotted to her record in 1898. She was not raced last season, but during the coming one her cowner looks for her to show miles right around 2:15, and will start her at the Norfolk spring meeting.

One of the choicest brood mares at Foxhall Farm. Norfolk, Va., is Jessie Stamboul, by Stamboul, 2:07 1-2, out of Astrione, by Alexone, second dam farmous old Jessie Pepper, by Mambrino Chief, By Nutwood, Jessie Stamboul produced the fast horse Clesentoy, 2:17 1-4 She was bred in 1899 to Foxhall Farm's premier sire, Great Stakes, 2:29, and appears to be in foal, Jessie Stamtoul was selected and purchased by Mr. F. Covington, the able manager of Foxhall, who it an astute judge of individuality and breeding.

There is some choice material in the big training barn at Alamance Farm, Graham, N. C., the property of Mr. L. Hanks Holt, that prince of buyers and breeders of the Old North State. William Chatman, the farm trainer is jog-

son, and about 350 head of horses and mules were disposed of to good advan

the best-known shippers in the West, while buyers congregated from the South

while buyers congregated from the South and bidding was brisk.

The Mossis, Smyth, who are twin brothers, are young men of push and energy, rank high, and no firm of commission dealers in the country has acquired a better reputation for straightforward business methods than the proprietors of the Southern Horse Bazaar.

In December they declined an offer of \$10,000, made them by the Union Stock Yards people of Indianapolis, to remove their business from here and to locate at the big Indiana city.

at the big Indiana city.

At their semi-weekly auction sale on At their semi-weekly auction sale on Weinesday next the Messrs. Smyth will ofter a large lot or horses, consigned by shippers from Kentucky, Ohlo and other States, also a select lot of mules. The offerings will include clever road, saddle, general-purpose, and draft horses and mules of all sizes.

BROAD ROCK.

The Debate Closed.

"Yes, sir!" shouted the little man with thin, straggling hair, "the Constitution of the United States guarantees to every man liberty of speech and I'd like to see any one try to deprive me of it!"

"John Henry," exclaimed a large woman of a decided mien, who had just entered the room, "you dry up and come home."—
New York Journal.

Saited Brazil nuts are a rather heartier dainty than the saited almonds, but are valuable as an occasional variety. A cupful of them should be blanched and martinaded in a tablespoonful of olive oil. Let them stand about three-quarters of an hour before they are thoroughly saited and browned in the oven.

\$100-REWARD-\$100 The readers of this paper will be pleased

to learn that there is at least one dreaded disease that science has been able to cure in all its stages, and that is to cure in all its sages, and that its catarrh. Hall's Catarrh Cure is the only positive cure known to the medical fraternity. Catarrh being a constitutional disease, requires a constitutional treatment. Hall's Catarrh Cure is taken internally, acting directly upon the blood and mucous suface of the system, thereby destroying the foundation of the disease, destroying the foundation of the disease, and giving the patient strength by building up the constitution and assisting na-ture in doing its work. The proprietors have so much faith in its curative powers that they offer One Hundred for any case that it falls to cure for list of testimonials. Address

for list of testimonials. Address
P. J. CHENEY & CO., Toledo, O.
Sold by Druggists, 75c.
Hall's Family Pills are the best.